

Park home insurance

Policy wording



Welcome

Thank you for buying park home insurance with Lifesure. We're a broker with over 50 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

Your agreement is based on the information that you provided when you applied for the policy and is reflected in the statement of insurance facts document that we've sent to you. It's important that this information is correct, so please take a moment to check through it. Do let us know if anything needs to change as soon as possible, as any inaccuracies or misrepresentation could lead to your insurer rejecting a claim or even voiding your policy. If you're happy, please keep all documents together, somewhere safe.

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of. You can see a list of the kind of things we need to hear about on page 7-8.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on pages 20-22, 33 and 47. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

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About your policy

Introduction

You have applied to **us** for insurance and **your** policy sets out the details of the insurance which **you** have requested.

In return for payment of the **premium**, **we** agree to insure **you**, in accordance with the terms and conditions contained in this policy or as may be amended by **endorsement**.

Wherever any word or words within this policy appear in **bold** they will have the meanings shown on pages 27 to 29 'Making sense of **your** policy'. Please note the alternative definitions applicable to Part 4 (Park Home Legal Expenses) and Part 5 (Park Home Emergency Solutions) on pages 32 to 33 and 50 respectively.

This **document of park home insurance**, the **schedule**, and any **endorsement(s)** form **your** policy. These should be kept in a safe place.

Please read the whole policy carefully. It is arranged in different sections and parts. The insurance relates only to those sections and parts of this policy which are shown in the **schedule** as being included.

It is important that:

- **You** check that the parts **you** have requested are noted as included in the **schedule** and that the **sum insured**/limit for each is adequate;
- **You** check that the information **you** have given **us** is accurate and complete (see the 'Information **You** Have Given **Us**' section on page 7);
- **You** comply with **your** duties under each parts and under the policy as a whole;
- If **you** are uncertain regarding **your** responsibilities and how they relate to this policy, **you** should contact **Lifesure**.

Important advice

Your park home insurance is designed to protect **you** against the risk of things happening suddenly which **you** could not have expected such as fire, theft, **flood** and storm. It is not designed to protect **you** against losses that arise due to the gradual deterioration or poor maintenance of **your** home.

We want to ensure that **you** are fully aware of the extent of **your** cover and would therefore urge **you** to read this policy in full along with the policy **schedule**. **We** have also taken this opportunity to bring some helpful information to **your** attention.

Escape of water

Your cover for escape of water is designed to cover damage to **your park home** caused by water leaks.

You have access to Park Home Emergency Solutions which provides cover for emergency repairs for bursting or sudden leakage of water pipes within **your park home**. **You** can see the full cover provided by Park Home Emergency Solutions. Part 5 (page 46) of this wording.

One of the biggest risks of water damage occurs when **you** are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that **you** take steps to avoid this by keeping **your** central heating on low so **your** pipes do not freeze over. If **you** want to turn **your** heating off then **you** should drain **your** central heating system and switch off the water at the mains.

In addition, damage can occur due to water leaks caused when the sealant or grout around **your** bath or shower has worn away or failed. It is important to inspect and maintain **your park home** as damage of this nature is not covered by the policy.

Fires

A large percentage of fires start in the kitchen and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Smoke alarms save many lives and significant damage every year. Please ensure that **you** have them fitted and check them regularly.

Collision

If someone crashes into **your** wall or **your** house make sure **you** record their name, address, vehicle registration and contact details.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this policy. It is therefore important that **you** keep **your park home** well maintained and in a good state of repair. Areas that **you** should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Exposure to the elements can also cause cracking and bubbling to the render of the **park home** over time, damage of this nature is not covered by **your** policy. Rendered **park homes** should be repainted in line with manufacturers' instructions, generally every two to three years to prevent this from happening.

About your insurer

Lifesure

Lifesure was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about Lifesure, please visit **our** website at **[lifesure.co.uk](https://www.lifesure.co.uk)**.

Underwriters & Lifesure agreement

HCC International Insurance Company plc trading as Tokio Marine HCC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202655. Registered in England and Wales No. 01575839.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and regulated by the Prudential Regulation Authority under Financial Services Register number 659331.

This can be checked on the Financial Services Register by visiting the FCA's website at [fca.org.uk/register](https://www.fca.org.uk/register).

Lifesure is authorised and regulated by the Financial Conduct Authority. Details of **Lifesure** may be checked on the Financial Services Register at [fca.org.uk/register](https://www.fca.org.uk/register) noting the Firm number 311786.

- In respect of Part 1 (**Park Home Buildings**), Part 2 (**Park Home Contents**) and Part 3 (**Personal Possessions**). The agreement between **Lifesure** and HCC International Insurance Company plc and HDI Global Specialty SE allows **Lifesure** to issue this policy on behalf of HCC International Insurance Company plc & HDI Global Specialty SE.
- In respect of Part 4 (**Park Home Legal Expenses**):
This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.
AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.
- In respect of Part 5 (**Park Home Emergency Solutions**):
This insurance is provided by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.
ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Information you have given us

In deciding to accept this policy and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all **claims**. **We** will also keep any premiums which **you** have already paid to **us**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any **claim**. **We** may:

- treat this policy as if it had never existed and refuse to pay all **claims** or return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a **claim** has been adversely impacted by **your** carelessness;
- charge **you** more for **your** policy or reduce the amount **we** pay on a **claim** in the proportion the **premium** **you** have paid bears to the **premium** **we** would have charged **you**; or
- cancel **your** policy in accordance with the Cancellation clause on page 52.

We or **Lifesure** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

Lifesure will issue a **statement of facts** document to **you** confirming the answers that **you** have provided to the questions **we** have asked.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Lifesure** as soon as reasonably practicable and in any event no less than ten (10) working days.

Changes to your information

Changes you must advise at renewal of this insurance

At renewal **you** must let **Lifesure** know if any of the information **you** have provided has changed including convictions or endorsements applicable to **you** and/or anyone insured under **your** policy. The information **you** have provided is recorded in a **statement of facts** document, a copy of which is issued to **you** with **your** policy.

Changes you must advise during the period of insurance

You must tell **Lifesure** about the following before any such change occurs as **your** insurance will not be amended retrospectively:

- **you** are going to move out of **your park home** permanently;
- someone other than **you** is going to live in **your park home**;
- **your park home** is going to be **unoccupied** for more than 60 (sixty) days in a row;
- **your park home** will be used for business purposes;
- work is to be done on **your park home** which is not routine maintenance, repair or decoration, for example any structural alteration or extension to **your park home** ;
- the number of bedrooms in **your park home** is changed;
- **you** or any member of **your family** has received a conviction for any offence except for driving;
- any increase in the value of **your contents** or if the rebuilding cost of **your park home** exceeds the **sum insured** shown on **your schedule**.

You will not be covered following the above changes unless **we** have agreed to provide cover and issued a **schedule**. This means that, if **you** do not advise **us** of any such change, **we** will determine if **your** failure to do so has been deliberate, reckless or careless and **your** policy may be affected in accordance with the 'Information **You** Have Given **Us**' clause above.

Where **we** agree to **your** change, this may result in an additional payment or refund and an administration fee may apply. Please refer to the Terms of Business for details of charges that may apply.

If **your** change means that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with the policy Cancellation clause.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

For complaints relating to the provision of **your** insurance under parts 1-3 (**buildings, contents and personal possessions** cover), **you** should direct **your** complaint to:

Lifesure at:
3 Fenice Court
Phoenix Park
Eaton Socon
St Neots, Cambridgeshire
PE19 8EW

Tel: 01480 402460
Email: info@lifesure.co.uk

You may also contact **us** using the following details:

Head of International Compliance
HCC International Insurance Company plc
The St Botolph Building,
138-139 Houndsditch,
London,
EC3A 7BT

Tel: 020 7702 4700
Email: tmhcccomplaints@tmhcc.com

You will find details of how to make a complaint for parts 1-3 on page 30, for part 4 on page 45 and for part 5 on page 51. Please note that there are different contact details for each part of **your** insurance cover. If **you** need help making **your** complaint, **you** can contact Lifesure and **we** will advise who **you** need to address **your** concerns to.

If **you** remain dissatisfied after **your** complaint has been considered, or if **you** have not received a written final response within 8 (eight) weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

Their contact details are:

The Financial Ombudsman Service

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500
Fax: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within 6 (six) months of the date of the final response.
- The Financial Ombudsman Service will only consider a complaint if **you** meet the definition of an eligible complainant. For more information, please visit: Who we can help (financial-ombudsman.org.uk).

Financial Services Compensation Scheme (FSCS)

HCC International Insurance Company plc and HDI Global Specialty SE are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the **claim**. Further information about the compensation scheme arrangements is available on the FSCS website FSCS.org.uk or by contacting them on 0800 678 1100.

Part 1 Buildings

What is covered

Loss or damage to the buildings caused by

1. Fire (including resultant smoke damage), lightning, explosion or earthquake.
2. Water or oil leaking from any fixed tank, appliance or pipe.
3. Theft or attempted theft.
4. Storm including weight of snow or **flood**.
5. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.
6. Being hit by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), television or radio aerials, satellite dishes and their fittings.

What is not covered

The amount of any excess shown on your schedule

1. Damage caused during demolition, structural alteration or repair work.
2. Loss or damage:
 - caused by failure or lack of sealant and/or grout;
 - to the tank, appliance or pipe itself, unless caused by freezing;
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - caused during demolition, structural alteration or repair work.
 - caused gradually over a period of time.
3. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - while the **park home** is lived in by anyone other than **you** or a member of **your family** unless violence or force is used to break into **your park home**.
4. Loss or damage to:
 - hedges, gates or fences;
 - caused by anything which happens gradually including bubbling, deterioration or **wear and tear** to render of the **park home**.
5. Loss or damage after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row.
6. Loss or damage:
 - to hedges, gates or fences by falling trees or branches;
 - caused by domestic pets;
 - damage caused by felling, lopping or topping of trees;
 - the cost of the removal of the tree or branch unless damage has been caused to the **buildings** by its fall.

Part 1 Buildings cont'd

What is covered

7. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.

8. **Accidental damage** to the **buildings**.

9. Loss of keys:

We will pay up to £1,000 for the cost of replacing locks to the external doors of **your park home** and alarms and safes if **your** keys are lost or stolen.

What is not covered

7. The **subsidence excess** shown in **your schedule**.

Loss or damage:

- caused by coastal or river erosion;
- caused during demolition, structural alteration or repair work;
- caused by poor design, faulty workmanship or the use of defective materials;
- caused by foundations which did not meet building regulations at the time of construction;
- where compensation has been provided under any contract, legislation or guarantee;
- caused by **settlement**;
- shown as not insured elsewhere in this **document of park home insurance**.
- to walls, hedges, gates, fences, drives, footpaths, patios, terraces, steps, skirting and service tanks unless the structure of **your park home** is damaged at the same time by the same cause;

8. Loss or damage:

- after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
- while the **park home** is lived in by anyone other than **you** or a member of **your family**;
- caused during demolition, structural alteration or repair work;
- caused by domestic pets;
- caused by anything which happens gradually including bubbling, deterioration or **wear and tear** to render of the **park home**;
- shown as not insured elsewhere in this **document of park home insurance**;
- the cost of clearing a blockage;
- the cost of maintenance or normal redecoration.
- Caused during transit or resiting of **your park home** which is not as a result of a **claim**

9. Loss of keys:

If **you** have chosen **buildings** and **contents** insurance then **we** will only pay under one section for any one **claim**.

Part 1 Buildings cont'd

What is covered

10. Selling **your park home**:

The buyer will be covered for loss or damage covered by Part 1 of this policy up to the date the sale completes on **your park home**.

11. Emergency access:

Unavoidable damage caused by the emergency services when accessing **your park home** or garden as a result of an emergency to **you** or **your family**.

12. Alternative accommodation:

If **your park home** becomes uninhabitable following loss or damage covered under Part 1 of this policy **we** will pay up to £100,000 during the **period of insurance** for:

- the reasonable extra cost of similar alternative accommodation for **you, your family** and **your** domestic pets; or
- loss of any unrecoverable rent (including ground rent) due to **you**.

13. Trace and access:

We will pay up to £5,000 for the cost of removing and replacing any part of the **buildings** to find and repair the source of a water or oil leak from any fixed tank, appliance or pipe forming part of **your park home**.

14. Property owners liability to the public:

If following an accident someone dies, is injured, falls ill or has their property damaged, during the **period of insurance, we** will cover **your** legal liability:

- as owner of the **buildings** and its **land**;
- under the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 for any home **you** have previously owned, but not for more than 7 (seven) years after the insurance has ended or been cancelled.

The most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £5,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission.

What is not covered

10. Loss or damage:

- after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
- if the **park home** is insured under another policy;
- after the sale has completed.

13. The costs of repair of the source of the damage unless the cause is covered elsewhere in this policy.

Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.

More than £2,500 for a water or oil leak outside the **park home**.

14. Liability arising from:

- the accidental death, bodily injury or illness of **you** or a member of **your family** or **domestic staff**;
- accidental death, bodily injury or damage caused by **vehicles or craft**.
- loss or damage to any property **you** or a member of **your family** or **domestic staff** own, or are responsible for;
- a contractual agreement that imposes a liability **you** would not otherwise have been under;
- any professional, occupational or business activities;
- **you** or a member of **your family** occupying the **park home** and its **land**;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental death, bodily injury, illness or disease or accidental loss of or damage to property.

Part 2 Contents

What is covered

Loss or damage to contents in the park home caused by:

1. Fire (including resultant smoke damage), lightning, explosion or earthquake.
2. Water or oil leaking from any fixed tank, appliance or pipe including up to £5,000 for loss of metered water or oil.
3. Theft or attempted theft.

The most **we** will pay for any one **claim** for **contents** in domestic garages and outbuildings at the **park home** is £2,500.

4. Storm, including weight of snow, or **flood**.
5. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.
6. Being hit by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them).

What is not covered

The amount of any excess shown on your schedule.

1. Damage caused during demolition, structural alteration or repair work.
2. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - caused during demolition, structural alteration or repair work;
 - caused by failure or lack of sealant and/or grout.
3. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - while the **park home** is lived in by anyone other than **you** or a member of **your family** unless violence or force is used to break into **your park home**;
 - by deception other than deception used solely to enter **your park home**;
 - If property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
 - Loss or damage as a result of any failed online purchase or transaction.
5. Loss or damage after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row.
6. Loss or damage caused by domestic pets.
 - damage caused by felling, lopping or topping of trees;
 - the cost of the removal of the tree or branch unless damage has been caused to the **contents** by its fall.

Part 2 Contents cont'd

What is covered

7. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.
8. **Accidental damage** to **contents** in **your park home**.

9. **Contents** in the garden:

We will pay up to £1,000 for loss or damage to **contents** while they are outdoors but within the boundaries of **your land** as a result of a cause listed in 'What Is Covered' 1, 2, 3, 5, and 6 of Part 2 of this policy.

10. Plants in the garden:

We will pay up to £1,000 for loss or damage to, trees, shrubs, plants and lawns within the boundaries of **your land** as a result of a cause listed in 'What Is Covered' 1, 2, 3, 5, and 6 of Part 2 of this policy.

11. Loss of keys:

We will pay up to £1,000 for the cost of replacing locks to the external doors of **your park home** and alarms and safes if **your** keys are lost or stolen.

What is not covered

7. Loss or damage:
 - caused by coastal or river erosion;
 - caused during demolition, structural alteration or repair work;
 - where compensation has been provided under any contract, legislation or guarantee.
8. Loss or damage:
 - while the **park home** is lived in by anyone other than **you** or a member of **your family**;
 - caused by domestic pets;
 - to computer software or downloaded information;
 - to **money**;
 - shown as not insured elsewhere in this **document of park home insurance**.
9. Loss or damage:
 - to trees, shrubs, plants or lawns;
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - shown as not insured elsewhere in this **document of park home insurance**.

10. Loss or damage:

- caused by falling trees or branches;
- after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
- shown as not insured elsewhere in this **document of park home insurance**.

More than £250 for any one tree, plant or shrub.

11. Loss of keys:

If **you** have chosen **buildings** and **contents** insurance then **we** will only pay under one section for any one **claim**.

Part 2 Contents cont'd

What is covered

12. Alternative accommodation:

If **your park home** becomes uninhabitable following loss or damage covered under Part 2 of this policy **we** will pay up to £15,000 during the **period of insurance** for:

- the reasonable extra cost of similar alternative accommodation for **you, your family** and **your** domestic pets; or
- rent which **you** are contracted to pay during the time necessary to restore the **buildings** to an habitable condition.

13. Fatal injury:

We will pay £10,000 if **you** or **your** husband, wife or civil partner or common law partner dies within 12 (twelve) months as a direct result of a bodily injury caused by fire or physical violence by intruder(s) at **your park home**.

14. Frozen food:

We will pay up to £1,000 for loss or damage to the **contents** of **your** fridge or freezer caused by a change in temperature following breakdown, a domestic fuse blowing, accidental failure of the public electricity or gas supply or refrigerant leakage.

15. Title deeds:

We will pay up to £1,000 for loss or damage covered by Part 2 of this policy to replace the title deeds of **your park home** while they are in safekeeping lodged with **your** bank, mortgage lender, solicitor or in **your park home**.

What is not covered

14. Loss or damage resulting from:

- a) the deliberate act of **you, your family** or any electricity supplier;
- b) strike, lock-out or industrial dispute;
- c) food mainly used for business, trade, profession or employment purposes.

Part 2 Contents cont'd

What is covered

16. Moving house:

We will pay for **accidental damage** to **your contents** while they are being moved to **your** new permanent home by professional removal contractors, including while temporarily stored by a storage company for up to 14 (fourteen) days.

17. Tenant's cover:

If **you** are a tenant **we** will pay up to £10,000 for loss or damage covered by Part 2 of this policy to fixtures and fittings **you** have installed in **your park home** or for which **you** are legally responsible.

18. Downloaded information:

We will pay up to £1,000 for loss or damage to information that **you** have bought and stored on **your home entertainment equipment** or mobile phone as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy.

19. Office equipment:

We will pay up to £5,000 for loss or damage to **office equipment** as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy.

20. Temporary removal:

We will pay up to £5,000 for loss or damage to **your contents**, as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy, while temporarily removed from **your park home**, but still in the United Kingdom, the Channel Islands or the Isle of Man, when in the following locations:

- in any private home where someone is living;
- in a bank or safe deposit;
- in any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation;
- any building in which **you** or a member of **your family** work.

What is not covered

16. Loss or damage:

- to plates or dinnerware, glass and brittle items, unless these have been packed by professional packers;
- shown as not insured elsewhere in this **document of park home insurance**.
- outside of the United Kingdom, the Channel Islands or the Isle of Man.

18. The cost of remaking a file, tape or disc.

Rewriting the information contained on **your home entertainment equipment** or mobile phone.

Loss or damage shown as not insured elsewhere in this **document of park home insurance**.

19. Loss or damage shown as not insured elsewhere in this **document of park home insurance**.

20. Loss or damage:

- to any **contents** taken from **your park home** to sell or exhibit;
- to **money** or **office equipment**;
- theft or attempted theft unless violence or force is used to remove the **contents** from a building;
- to pedal cycles;
- any **contents** temporarily removed for the purposes of attending university, college or boarding school.

Part 2 Contents cont'd

What is covered

21. Contents at university/college:

We will pay up to £5,000 for loss or damage to **your contents**, as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy, while temporarily removed from the **park home** while kept in any student accommodation or any building in which **you** or a member of **your family** study within the United Kingdom, the Channel Islands or the Isle of Man.

22. Liability to the public:

If following an accident someone dies, is injured, falls ill or has their property damaged during the **period of insurance**, we will cover the legal liability of **you** or a member of **your family** as

- occupiers of the **park home**;
- private individuals.

The most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £5,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission.

Unrecoverable court awards:

We will pay any amount **you**, or a member of **your family** are awarded as damages and taxed costs by any court in the United Kingdom, the Channel Islands or the Isle of Man, which, had the position been reversed, would have resulted in a **claim** under Part 2 of this policy. Payment of the award and taxed costs will be made if **you** have not received any of the amount within 90 (ninety) days of the award. If any part payment has been made to **you**, **we** will pay the balance outstanding 90 (ninety) days after the last payment. The most **we** will pay for any **claim** arising from one incident, including legal costs and expenses, is £5,000,000.

What is not covered

21. Loss or damage:

- to any **contents** taken from **your park home** to sell or exhibit;
- to **money** or **office equipment**;
- theft or attempted theft unless violence or force is used to remove the **contents** from a building;
- to pedal cycles.

22. Liability arising from:

- the ownership of **your park home** or the ownership or occupation of any other premises;
- the death, bodily injury or illness of **you** or a member of **your family** or **domestic staff**;
- the ownership or use of any **vehicles or craft**, aircraft, horse drawn vehicle, ship, vessel or craft;
- owning, possessing or using drones including mechanically propelled aerial toys, models or devices;
- any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man;
- any loss or damage to property owned by **you** or a member of **your family** or **domestic staff**, or which they are responsible for;
- a contractual agreement that imposes a liability **you** would not otherwise have been under;
- any professional, occupational or business activity;
- any animal, other than horses and domestic pets;
- owning, possessing or using a dog of one of the following breeds Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, XL Bully and cross breeds of these with any other breed;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.

Part 2 Contents cont'd

What is covered

23. Liability to **domestic staff**:

If following an accident during the **period of insurance** a member of **your domestic staff** dies, is injured or falls ill whilst being employed by **you** and **you** are found legally liable, the most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £5,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission. Cover applies anywhere in the world as long as **you** entered into the contract of employment with the employee in the United Kingdom, the Channel Islands or the Isle of Man.

24. Mobility scooters:

Loss or damage to mobility scooters while in the **park home**.

The most **we** will pay for any **claim** under this section is £5,000 unless specified in the **schedule**.

What is not covered

23. Liability that should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.

24. Any vehicles registered for use on the road.

Theft or attempted theft, unless from a securely locked **building** or outbuilding and the ignition key removed.

Part 3 Personal Possessions

What is covered

We will pay for loss or damage to the following anywhere in Europe and up to 60 (sixty) days worldwide in any one period of insurance

1. **Personal possessions:**

2. **Money and credit cards:**

We will pay up to £1,500 for loss or damage to **money** or the unauthorised use of **credit cards**.

3. **Pedal cycles:**

What is not covered

The amount of any excess shown on your schedule

1. Loss or damage:

- from unattended **vehicles or craft**, caravans or motor caravans unless the loss or damage is caused by gaining entry to a securely locked vehicle by forcible or violent means.
- shown as not insured elsewhere in this **document of park home insurance**;
- If property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

Accidental loss or damage to software or downloaded information.

Theft or attempted theft of **personal possessions** from any student accommodation or place of study unless violence and force is used to remove them.

2. Losses not reported to the police.

Loss or damage as a result of any failed online purchase or transaction.

Theft of **money** from the **park home** by deception other than deception used solely to enter **your park home**.

Losses where **you** have not kept to the conditions the **credit card** was issued under.

Credit cards which are lost and not reported to the issuing or card registration company within 24 (twenty-four) hours of discovery.

Unauthorised use of **credit cards** by **you**, a member of **your family** or **domestic staff**.

3. Loss or damage while racing, pace-making or taking part in time trials.

Theft or attempted theft of any pedal cycles away from the **park home**, unless locked to a permanent structure.

Theft or attempted theft of pedal cycle accessories unless they are stolen with the pedal cycle.

Motorised pedal cycles other than electrically assisted models (the motor should have a maximum power output of 250 watts and should not be able to propel the bike when it is travelling more than 15.5mph).

Parts 1-3 How to make a claim

Reporting a claim

Contact the Lifesure Claims Team on 01480 274 444. The Lifesure Claims Team is authorised by **us** to handle **claims** on **our** behalf.

Lifesure Claims Team
3 Fenice Court,
Phoenix Park,
Eaton Socon, St. Neots
Cambridgeshire,
PE19 8EW

Tel: 01480 274 444

Email: uk.lifesure.claims@ajg.com

Important Conditions (including Claims Conditions)

You must ensure that **you** have read the 'Important Conditions (including Claims Conditions)' section of this **document of park home insurance** on page 23 and comply with all such conditions

How we deal with your claim

The following explains how a **claim** on **your buildings, contents** or **personal possessions** insurance will be handled.

Buildings

If the loss or **damage** is covered by this insurance **we** may:

- arrange for repair, replacement or reinstatement using one of **our** suppliers; or
- pay the cost of repair; or
- make a cash payment.

The most **we** will pay will be the **buildings sum insured** shown on **your schedule** plus any amount **we** agree to pay:

- for architects' and surveyors' fees;
- for demolition, removal of debris and local authority costs;
- for the reasonable costs of re-siting the **park home**;
- for alternative accommodation under 'What Is Covered' 12 of Part 1 of this policy.

Parts 1-3 How to make a claim cont'd

Buildings cont'd

New for old cover

In the event of an insured loss or **damage** to **your park home**, **we** will pay the full cost of repair or replacement (at **our** discretion) on a **new for old** basis, without any deduction for age, depreciation or **wear and tear** provided that:

- The **park home** has a year of manufacture of 1980 or after at the start of the **period of insurance**
- An actual repair or replacement takes place
- The **park home**, was not up for sale at the time of the loss
- The cost to replace in full or repair the **park home**, including the cost of debris removal, delivery, re-siting, commissioning and reconnection of services, is no more than the amount **you** are insured for
- The **park home** is maintained in good repair before any loss or **damage**
- The replacement **park home** is the same but not better than the original property when new. **We** will consider an upgrade upon agreement, providing the difference in cost is payable by **you**

If any of the above are not met then cover will revert to **market value**. If **you** request and **we** agree to a cash settlement this will be on a **market value** basis only.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

If the **park home** is subject to a hire purchase agreement or any other type of agreement such as a loan, **you** must notify **us** prior to any claims payment being made. **We** may choose to pay the **claim** amount to the hire purchase company and/or lender.

Market value cover

If **your park home** has a year of manufacture that is pre 1980 at the start of the **period of insurance** cover is provided on a **market value** basis.

We will take into account an allowance for age, **wear and tear** and depreciation in the settlement of a **claim** for repair or replacement (including delivery, re-siting and reconnection for structures where necessary) of **your park home**.

In the event **your park home** is **damaged** beyond repair, the amount **you** are likely to receive is the amount the property would be sold at on the open market in its condition (on the pitch having been transported, sited and connected) prior to the **damage** occurring.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Parts 1-3 How to make a claim cont'd

Contents

If the loss or damage is covered by this insurance it is at **our** option that we will:

- pay the cost of repair for items that can be economically repaired;
- replace the item as new; or
- make a cash payment, which may be restricted to the discounted replacement price **we** would normally pay using **our** own suppliers.

We will pay the full replacement value on a **new for old** basis of the **contents** and at the time of **damage** or will at **our** option repair or replace such **contents** or any part of it, provided that **our** total liability will not exceed the sum insured.

For any one **claim, we** will not pay more than:

- £15,000 for unspecified **valuables**;
- £5,000 for any **valuable** unless the item is specified on **your schedule**;
- £1,500 for money in the **park home**.

If the items are not replaced, the amount **we** will pay will be based on the **market value** of the items on the date the loss happened.

For any **claim** involving clothing or household linen, **we** will make a deduction for **wear and tear**. **We** may also make a deduction for **wear and tear** for any items not in a good condition.

The **contents sum insured** must represent the full replacement value of **your** contents as new, less an amount for **wear and tear** on clothing and linen.

The most **we** will pay will be the **contents sum insured** shown on **your schedule** plus any amount **we** agree to pay for alternative accommodation under 'What Is Insured' 12 of this Part 2

Personal possessions

The **personal possessions sum insured** should represent the cost of replacing all items as new, less an amount for wear and tear on clothing.

For any one **claim, we** will not pay more than:

- the **sum insured** shown on **your schedule**;
- £2,000 for any item unless the item is specified on **your schedule**.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Pedal cycles

For any one **claim, we** will not pay more than:

- the **sum insured** shown on **your schedule**;
- £500 for any one pedal cycle unless specified on **your schedule**.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Specified items

If **you** make a **claim** for any item specified on **your schedule, you** will need to provide proof of value and ownership of that item. To help **you** do this, **we** recommend that **you** keep photos, receipts, valuations and instruction booklets.

Following the total loss of an item specified in **your schedule**, the item will be removed from cover. **You** must contact **Lifisure** if the item is to be insured again after replacement.

Parts 1-3 Important conditions

There are conditions that **you** must comply with to receive benefit under this insurance. These important conditions either oblige **you** to act in a certain way or stipulate a contingency upon which the validity of the policy or a **claim** depends.

If **you** breach any of these conditions **we** may:

- render **your policy** null and void (treating **your policy** as if it never existed);
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a **claim** has been adversely impacted by **your** breach of condition;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a **claim** in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**;
- cancel **your** policy in accordance with the Cancellation clause.

1. Claims condition

If an incident happens which could result in a **claim** being made by **you** or against **you** under this policy:

- (a) **you** must as soon as reasonably practicable and in any event no later than the expiry of the **period or insurance** notify and confirm the incident using the details shown on page 20 and, if required, give full details as soon as possible of the incident together with such information and assistance as **we** may require;
- (b) **you** must as soon as reasonably practicable notify the police following damage by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of any **valuables** and **you** must also provide **us** with the Crime Reference Number;
- (c) **you** must not under any circumstances admit liability for, nor offer to agree to settle, any **claim** without **our** written consent. **We** will be entitled to take over and conduct in **your** name the defence of any **claim** and to prosecute in **your** name, for **our** benefit, any **claims** for indemnity or damages or otherwise against any third party and **we** will have full discretion in the conduct of any negotiations and proceedings and the **settlement** of any **claim**;
- (d) **you** must not make **your** own arrangements for repair or replacement.

2. Conduct of Claims

In the event where a claim is notified under this policy, **we** are entitled if **we** so desire to take over and conduct in **your** name the investigation, defence or settlement of any such matter. **You** must co-operate with **us** and give such information and assistance as **we** may reasonably require.

3. Your duty to take care of your property condition

You and any other person who is covered by this insurance must taken reasonable steps, measures or actions to:

- (a) ensure that the **property insured** is maintained in reasonably good condition and all reasonable precautions taken to prevent any **claims**;
- (b) protect **your property insured** from loss or damage; and
- (c) ensure that any loss or damage incurred is limited to the minimum safely possible.

4. Permission to inspect your park home condition

You must allow **us** to inspect **your park home** following **our** request to do so. **We** will reasonably endeavour to provide **you** with as much notice possible before any inspection and in any event **we** will provide notice no less than 24 (twenty-four) hours before any inspection.

5. All insured persons duty to comply with policy conditions and endorsements

All persons claiming to be covered by this insurance must have kept to all the conditions and **endorsements**.

Parts 1-3 General exclusions

- 1. Structures other than park homes** This insurance does not cover any loss or destruction of, or damage to any property or any legal liability in relation to any structure or premises other than a **park home**.
- 2. War exclusion** This insurance does not cover any destruction of, or damage to any property or any loss or legal liability or any other loss of any nature arising from war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3. Terrorism exclusion** Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism. For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.
- 4. Nuclear and radioactive contamination exclusion** Any loss or damage to any property or damage or additional expense following on from the event for which **you** are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:
- ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
- 5. Business, trade or profession** This insurance does not cover any loss or destruction of, or damage to, any items used in connection with any business, trade or profession, except **office equipment** in the **park home**.
- 6. Deliberate act exclusion** This insurance does not cover any loss or damage deliberately caused by **you** or **your family**, or any other persons residing in **your park home** or any liability arising therefrom.
- 7. Pressure waves exclusion** This insurance does not cover any damage to the **property insured** arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 8. Exclusion of riot and civil commotion in Northern Ireland** This insurance does not cover any liability or damage which is caused by or results from riot, an act of terrorism (as defined in exclusion 2 above) or civil commotion in Northern Ireland.
- 9. Reduction in value** This insurance does not cover any reduction in value.
- 10. Undamaged items** **We** treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found **we** will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.

Parts 1-3 General exclusions cont'd

11. Loss outside of the period of insurance

This insurance does not cover any loss or damage or liability arising from an event that happened before the start, or happens after the end, of the **period of insurance**.

12. Existing, deliberate and indirect damage

This insurance does not cover loss or damage:

- (a) occurring before or arising from an event before the beginning of the **period of insurance**
- (b) caused deliberately by **you**, a member of **your family** or any person acting on **your** behalf, unless the loss or damage was caused by **domestic staff**; or
- (c) not directly caused by the event that caused **you** to **claim** unless as expressly stated as covered in this insurance.

13. Gradually operating cause, insects or vermin and micro organism exclusion

This insurance does not cover any **claim** arising from:

- (a) anything which happens gradually including deterioration or **wear and tear, settlement** or shrinkage;
- (b) mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
- (c) damage by insects or **vermin**.

14. Cleaning, repair or alteration

This insurance does not cover any **claim** arising from the cleaning, repair or alteration of any item.

15. Electrical or mechanical failure or breakdown

This insurance does not cover any **claim** arising from electrical or mechanical failure or breakdown.

16. Faulty design or workmanship

This insurance does not cover any **claim** arising from faulty design, materials or workmanship.

17. Computer viruses

This insurance does not cover any **claim** arising from computer viruses. For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

18. Pollution

This insurance does not cover any **claim** arising from pollution or contamination unless arising from oil leaking from any fixed heating installation or from any domestic appliance in **your park home** during the **period of insurance**.

19. Virtual currencies

Any loss or damage to any virtual currencies including but not limited to cryptocurrency, tokens or non-fungible tokens including fluctuations in value.

20. Cyber Risks

This policy is designed to deal with physical loss or damage to **your** property which arises from an incident which occurs accidentally. **We** will not pay for any loss, damage, expense or legal liability caused by, contributed to, by or arising from as a result of wilful misuse of mass email, internet or similar electronic means which is intended to cause the specific harm suffered.

21. Communicable disease

This policy excludes cover for any loss, liability, **damage**, and claim. Cost expense or other sum directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with:

- a) Any contagious or infectious disease or illness, epidemic, pandemic or notifiable disease;
- b) The presence (or suspected presence) of any bacteria, virus, parasite, spores, fungus, mould or mildew or other micro-organism or agent or any variation thereof whether deemed living or not, which is likely to cause any of the matters specified in a) above; or
- c) Any order, action or advice from the Government or competent authority or quarantine or similar restrictions preventing, restricting, or impeding access to or use of the **static caravan** arising out of any the matters specified in a) or b).

For claims purposes of this exclusion loss liability, **damage**, claim, cost, expense or other sum, includes but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) For any communicable disease, or
- b) Any property insured hereunder that is affected by such communicable disease.

Parts 1-3 General conditions

1. Payment by credit agreement condition

If **you** pay **your premium** by instalments under a credit agreement made available by **Lifesure**, **you** must pay each instalment when it is due. If **you** miss an instalment and do not pay it within the timeframe permitted by the credit provider, **you** will have to pay all the **money you** owe along with any charges. Please refer to the applicable agreement **you** have with the credit provider for full terms and conditions including charges and payment **schedule**.

If **Lifesure** does not receive this payment by the date they have stated, **we** will cancel this insurance in accordance with the Cancellation section of this policy. If **you** or others have not made a **claim** under this insurance, **we** will refund the proportionate part of **your premium**.

2. Other Insurance

We will not pay any **claim** where the loss, damage or liability is covered by any other insurance until the limit of the other insurance is exhausted. For amounts exceeding the limit of the other policy, **we** will not pay more than **our** share.

3. Fraudulent claim condition

If **you** make or report a **claim** under this insurance which is in any way fraudulent, **we** will:

- a) not pay the fraudulent **claim**;
- b) be entitled to refuse all **claims** arising after **your** fraud;
- c) be entitled to recover from **you** any payments made to **you** for **claims** which arose after **your** fraud;
- d) have the option to treat the contract as having been terminated at the time of the fraudulent act;
- e) not return any of the **premium** paid by **you**.

The above will apply at the point the fraudulent act is discovered by **us**.

4. Contracts (Rights of third parties) Act 1999

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. Law applicable

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the main address of the park home as specified in the **schedule** and subject to the exclusive jurisdiction of the courts of that specific location.

6. Several Liability

The liability of the **underwriters** is several and not joint and is limited solely to the extent of their individual proportions. The **underwriters** are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Parts 1-3 Making sense of your policy: definitions

Wherever certain words are used in this policy and are highlighted by being shown in bold print, they have the meaning as defined below.

Accidental Damage

Damage caused suddenly by external means which is not expected and not deliberate.

Buildings

The structure of **your park home** including its permanent fixtures and fittings, porches, walls, hedges, gates, fences, drives, footpaths, patios, steps, skirting, terraces, service tanks, solar panels, fixed hot tubs, fixed Jacuzzis, barbecues pipes and cables that belong to **you** or for which **you** are legally responsible all contained within the boundaries of the **land**.

Claim

A single loss or series of losses arising from one incident.

Contents

Household goods, **home entertainment equipment**, **office equipment**, **valuables**, pedal cycles, television or radio aerials, satellite dishes and their fittings, tenants' fixtures and improvements that belong to **you** or **your family**, or for which **you** are legally responsible when within the **park home**.

Contents are not:

- **vehicles or craft**, caravans, trailers, watercraft, aircraft and all their accessories;
- animals;
- business stock, equipment, tools or materials other than **office equipment**;
- any part of the **buildings**, including decorations or permanent fixtures and fittings.

Credit Cards

Bank, charge, cheque guarantee, credit, debit and cash dispenser cards held by **you** or **your family** for private purposes.

Document Of Park Home Insurance

This booklet.

Domestic Staff

A person employed to carry out domestic duties associated with **your park home** and not employed by **you** in connection with any business, trade, profession or employment.

Endorsement

A change in the terms and conditions of this **document of park home insurance** that is displayed on the **schedule**.

Excess

The amount **you** have to pay towards a **claim**. This will be the compulsory **excess** plus any voluntary **excess** shown on the **schedule**.

Family

Your husband, wife or partner or civil partner, children and adopted children (including foster children), parents and other relatives who permanently live in the **park home**.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

Heave

Upward and/or lateral movement of the site on which the **buildings** stand caused by the swelling of the ground.

Home entertainment equipment

Radios, televisions, digital-satellite set-top boxes, satellite receivers, computers, games consoles, recording and audio/visual equipment.

Parts 1-3 Making sense of your policy: definitions cont'd

Land

The **land** belonging to the **park home**.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **settlement**.

Lifesure

Lifesure, 3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, Cambridgeshire PE19 8EW registered and authorised by the Financial Conduct Authority Number 305038.

Lifesure has issued documents on **our** behalf and sold **you** this policy.

Market Value

The current market replacement value of the **park home, contents** or **personal possessions** taking into account age, type and condition of the **park home, contents** or **personal possessions** at the time of the loss, but not more than the **sums insured**.

Money

Cash, bank and currency notes, cheques, travellers cheques postal and **money** orders, bankers' drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps, travel tickets, season tickets and gift tokens belonging to **you** or **your family** and held for private purposes.

New For Old

The cost of replacing the **park home, contents** or **personal possessions** with a comparable brand new equivalent replacement in the event of a total loss up to the **sum insured** shown in your insurance **schedule**. **new for old** does not apply to household linen or clothing.

Office equipment

Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, multi-user small business computers and fax machines used solely for **your** business or profession.

Park Home

The private dwelling being constructed with pitched tile effect roof and standing on base of concrete, concrete paving, shingle, gravel or compacted hardcore and with fully enclosed skirt and its domestic garages, outbuildings and carports at the insured address shown on the **schedule**.

Period Of Insurance

The period shown in **your schedule** detailing the start and end date of this insurance.

Personal Possessions

Clothing, sports equipment, **valuables** and other personal items designed to be worn or carried that belong to **you** or **your family**, or for which **you** are legally responsible.

Personal possessions are not:

- **vehicles or craft;**
- animals;
- business stock, equipment, tools or materials;
- furniture, furnishings and household goods.

Premium

The amount shown in the **schedule** as the **premium** excluding Insurance Premium Tax.

Property Insured

The **buildings, contents** and **personal possessions** insured by this policy.

Schedule

The **schedule** specifying the terms and extent of this **document of park home insurance**.

Settlement

The natural movement of new properties in the months and years after they are built.

Parts 1-3 Making sense of your policy: definitions cont'd

Statement Of Facts

The document confirming the information **you** gave to **us** when **you** applied for, renewed or made changes to this insurance. This includes information given on **your** behalf.

Subsidence

Downward movement of the site on which the **buildings** stand by a cause other than the weight of the **buildings** themselves or **settlement**.

Sum Insured

The **sum insured** shown in the **schedule**.

Underwriters

HCC International Insurance Company plc and HDI Global Specialty SE.

Unoccupied

Not lived in and not occupied overnight by **you** or any member of **your family** or any other person with **your** permission.

Valuables

Jewellery, watches, clocks, photographic equipment (including camcorders), televisions and audio/visual equipment, computers, laptops, mobile phones, hand-held games consoles, tablets, e-readers, furs, items made of gold, silver and other precious metals, pictures and other works of art, including stamp, coin and medal collections.

Vehicles or craft

1. Electrically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, powered transporters (including e-scooters and Segway's), children's motor cycles, quad bikes and children's quad bikes.
2. Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the **land** belonging to **your park home**.
- Wheelchairs or mobility scooters provided they are only being used for their intended purpose and by the intended user, and they do not need to be registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles, and electrically assisted pedal cycles (the motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph).
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We, Us or Our

The **underwriters**, or **our** chosen representatives.

Wear and tear

Any **damage** that normally or inevitably occurs as a result of usage, aging or deterioration.

You or Your

The person or people shown as the 'Insured' or the 'Policyholder' in the **schedule**. If there is more than one person shown as the 'Insured' in the **schedule**, this insurance applies both jointly and individually, but **our** total liability for all **claims** will not exceed the limits stated in this policy.

Parts 1-3 How to make a complaint

How, and to whom, to make a complaint

If **you** have a complaint about **your** policy or the handling of a **claim you** should, in the first instance contact:

Lifesure at:
3 Fenice Court
Phoenix Park
Eaton Socon
St Neots, Cambridgeshire
PE19 8EW

Tel: 01480 402460
Email: info@lifesure.co.uk

You may also contact **us** using the following details:

Head of International Compliance
HCC International Insurance Company plc
The St Botolph Building,
138-139 Houndsditch,
London,
EC3A 7BT

Tel: 020 7702 4700
Email: tmhcccomplaints@tmhcc.com

If **you** remain dissatisfied after **your** complaint has been considered, or if **you** have not received a written final response within 8 (eight) weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are on page 9.

Part 4 Park home legal expenses

Terms of Cover

Park Home Legal Expenses provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

If a claim is accepted, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings, or a **Conflict of Interest** arises, and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Your Park Home Legal Expenses covers **Costs** set out under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, negatively impacts **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Important Conditions

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions applicable to this insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are:

1. Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute, then **We** may decline or discontinue support for **Your** case.

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full. insurance.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

4. Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

Part 4 Making sense of your policy: definitions

Where **We** explain what a word means, that word will be highlighted in **bold print** and will have the same meaning wherever it is used in the policy.

Adviser

Our specialist panel solicitors or accountants (or their agents) appointed by **Us** to act for **You**, or (subject to **Our** agreement) where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which will be paid on the **Standard Basis of Assessment** provided that these costs arise after written acceptance of a claim.

Conditional Fee Agreement

An agreement between **You** and the **Adviser** (or between **Us** and the **Adviser**) which sets out the terms under which the **Adviser** will charge **You** (or **Us**) for their fees.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether spoken or in writing.

Costs

Standard Advisers' Costs and **Adverse Costs**.

Data Controller

The party which determines the purpose for, and the manner in which, personal data are, or are to be, processed.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Excess

The amount that **You** must pay towards the cost of any claim is stated below:

All Sections: £Nil

The **Excess** will be paid to, and at the request of the **Adviser**.

HM Revenue and Customs Full Enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

Identity Fraud

A person, or group of persons, knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit, or assist another to commit, an illegal act.

Insured Event

The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this insurance.

Insured Property

The property insured under the underlying Park Home policy to which this insurance attaches.

Insurer

AmTrust Specialty Limited

Part 4 Making sense of your policy: definitions...continued

Legal Action(s)

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with **Your** employment.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which might give rise to a claim under this insurance.

Maximum Amount Payable

We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an **Insured Event** as stated below:

All Sections: £50,000

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.

Standard Basis of Assessment

The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man and the European Union.

We/Us/Our

Arc Legal Assistance Limited.

You/Your/Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid, and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Part 4 Cover

Consumer Pursuit

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, following a breach of a contract **You** have entered into for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from, or before, the date on which the agreement was made.

What is not covered

Claims:

- If the amount in dispute is less than £250, not including VAT.
- For, or related to, professional negligence.
- Involving a vehicle owned by **You** or for which **You** are legally responsible for.
- Arising from a dispute with any government, public or local authority.
- Arising from the purchase or sale of **Your** main home.
- Relating to a lease tenancy or licence to use property or land.
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT.

Consumer Defence

What is covered

Costs to defend a **Legal Action**, arising from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:

- If the amount in dispute is less than £250, not including VAT.
- Involving a vehicle owned by **You** or which **You** are legally responsible for.
- Arising from a dispute with any government, public or local authority.
- Arising from the sale or purchase of **Your** main home.
- Relating to a lease tenancy or licence to use property or land.

Personal Injury

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, following an accident, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

Claims:

- Arising from medical or clinical treatment, advice, assistance or care.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.
- For illness, personal injury or death caused gradually and not caused by a specific sudden event.
- Involving a vehicle owned or driven by **You**.

Part 4 Cover...continued

Clinical Negligence

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for damages following clinical negligence, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You**, or **Your** estate, are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages **You**, or **Your** estate, are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

- Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Employment Disputes

What is covered

Standard Advisers' Costs to pursue a **Legal Action**, arising from an **Insured Event**, brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer (or ex-employer) for breach as an **Employee** of **Your**:

- **Contract of Employment**; or
- Legal rights under employment laws.

What is not covered

Claims:

- Where the breach occurred within the first 30 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 30 days leading up to when the breach first occurred.
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- For **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement.
- Where the breach is alleged to have commenced or to have continued after termination of **Your** employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).

Part 4 Cover...continued

Property Infringement **What is covered**

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

What is not covered

Claims:

- Where the nuisance or trespass started within the first 30 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 30 days leading up to when the nuisance or trespass first started.
- In respect of works undertaken, to be undertaken by or under the order of any government or public or local authority.
- For adverse possession.
- In respect of a contract **You** have entered into.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- Directly or indirectly arising from:
 - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building).
 - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground).
 - land slip (meaning downward movement of sloping ground).
 - mining or quarrying.

Property Damage

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

What is not covered

Claims:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- In respect of a contract **You** have entered into.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- Directly or indirectly arising from:
 - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building).
 - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground).
 - land slip (meaning downward movement of sloping ground).
 - mining or quarrying.

Part 4 Cover...continued

Property Sale and Purchase

What is covered

Costs, arising from an **Insured Event**, to pursue or defend a **Legal Action** in respect of a breach of a contract for the sale or purchase of **Your** main home.

What is not covered

Claims:

- Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home.
- For and/or in any way related to professional negligence.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- If the amount in dispute is less than £250, not including VAT.

Tax

What is covered

Standard Advisers' Costs, arising from an **Insured Event**, incurred by an accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position, provided that the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted, either verbally or in writing, by the relevant department of HM Revenue & Customs advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or giving notice of intention to investigate.

This cover applies only if **You** have:

- a) Maintained proper, complete, truthful and up to date records and
- b) Made all returns at the due time without having to pay any penalty and
- c) Provided all information that HM Revenue and Customs reasonably requires.

What is not covered

Claims:

- Where
 - deliberate misstatements or omissions have been made, to the authorities or;
 - income has been under-declared because of false representations or statements by **You** or;
 - **You** are subject to an allegation of fraud.
- For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs.

Data Protection

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, against a person or organisation for breach of **Data Protection Legislation** which has resulted in **You** suffering a financial loss.

Part 4 Cover...continued

School Admission Disputes

What is covered

Standard Advisers' Costs, arising from an **Insured Event**, to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child, or children, being refused entry at the state school of **Your** choice.

What is not covered

Claims:

- Arising where examinations or other selection criteria are part of the acceptance process.
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
- Where the child has been suspended, expelled or permanently excluded from another school.

Probate

What is covered

Costs to pursue legal proceedings, arising from an **Insured Event**, within the **Territorial Limits** by **You** in respect of a probate dispute involving the will of **Your** deceased parents or grandparents, children, step-children or adopted children where **You** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

What is not covered

Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

Personal Identity Fraud

What is covered

Costs to pursue actions within the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or group of people:

- To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**.
- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**.
- In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**.

What is not covered

Claims:

- Where **You** have not been the victim of **Identity Fraud**.
- Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**.
- Where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You**.
- For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Part 4 Cover...continued

Legal Defence

What is covered

- **Costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
 - prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
 - in a prosecution brought against **You** in a court of criminal jurisdiction.
 - in a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation**.
 - in civil proceedings brought against **You** under legislation for unlawful discrimination.
- **Costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought.

What is not covered

Claims:

- For alleged road traffic offences where **You** did not hold, or were disqualified from holding, a licence to drive or are being prosecuted for being under control of a vehicle whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which cannot lead to penalty points on **Your** licence.
- Following an allegation of violence or dishonesty.
- For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.

Tenancy Dispute

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**:

- Following **Your** unlawful eviction from a property occupied by **You** under an Assured Shorthold Tenancy. Cover under this section applies to **Your** permanent place of residence only.
- Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in or, if not rectified, is likely to result in the property being unfit for habitation.

We will provide this cover as long as the eviction happens within the **Period of Insurance** and within the **Territorial Limits**.

What is not covered

Claims:

- Where the dispute occurs within the first 90 days after **You** first purchased this insurance unless **You** held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred.
- To do with the non-payment of rent.
- To defend any legal proceedings against **You**.
- For a dispute with any local authority, public authority or government department.

Part 4 Cover...continued

Jury Service and Court Attendance

What is covered

Loss of earnings if **You** are absent from work to attend court:

- a) For a tribunal, arbitration or regulatory proceedings at the request of the adviser.
- b) On jury service.

You will need to show us evidence of **Your** loss of earnings.

What is not covered

- a) Any sum that **You** can recover from the court, tribunal or **Your** employer.

Social Media Defamation

What is covered

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not covered

Claims where **You** are not aged 18 years or over.

Pitch Disputes

What is covered

Advisers' Costs to pursue a **Legal Action** in respect of a dispute with the owner of the park on which the **Insured Property** is situated. The dispute must have commenced at least 90 days after **You** first purchased this insurance, or purchased similar cover which expired immediately before this insurance began.

What is not covered

Claims:

- a) In respect of a contract **You** have entered into;
- b) Any building or land other than the **Insured Property**;
- c) A motor vehicle;
- d) The compulsory purchase of, or restrictions or controls placed on the **Insured Property** by any government, local or public authority;
- e) Defending a dispute other than defending a counter claim;
- f) For adverse possession;
- g) Directly or indirectly arising from planning law;
- h) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use;
- i) Directly or indirectly arising from:
 - i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building;
 - ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground;
 - iii. Land slip meaning downward movement of sloping ground;
 - iv. Mining or quarrying.

Part 4 General Exclusions

1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- d) **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**.
- c) Any claim **You** make which is false or fraudulent or exaggerated.
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- e) **Costs** if **Your** claim is part of a group action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between **You** and someone **You** live with or have lived with.
- b) **Your** business trade or profession other than as an **Employee**.
- c) An application for a judicial review.
- d) Defending or pursuing new areas of law or test cases.

4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Part 4 General Conditions

1. Claims Conditions

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** may reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** might require **You** to change **Adviser**.
- f) The **Insurer** will only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** will supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgement.
- c) Being able to achieve an outcome which best serves **Your** interests.

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Part 4 Conditions...continued

5. Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **You** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim.

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud.
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Part 4 Customer service information

How To Make A Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**. Please note that any avoidable delay in notifying any claim may result in a claim being declined.

Legal Helpline

You can use the helpline service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **Period of Insurance**.

Simply telephone **0344 770 1040** and quote **AJ Gallagher**.

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

Legal Assistance Portal

As an addition to **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will provide **You** with:

- Online legal document templates that can help **You** with legal problems **You** have under **Your** cover such as that can provide **You** with a wide range of legal documents including those that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to **Our** 'Advice Tree' - **Our** legal encyclopaedia offering guidance pages on areas of law under **Your** cover such as employment disputes or injury claims.
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You**.
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover.
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services.

You can find this service by visiting legalassistportal.arclegal.co.uk

Part 4 Customer service information

How to Make a Complaint

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Part 5 Park home emergency solutions

This home emergency insurance is different to park home buildings and contents insurance. It is designed to complement **Your** park home insurance, providing benefits and services which are not normally available under household insurance.

This insurance is a contract between **You** and the **Insurer**. Subject to the terms, conditions and exclusions of this insurance.

Following an insured event which results in a **Park Home Emergency** the **Insurer** will pay **Emergency Costs** provided that all of the following requirements are met.

You have paid the insurance premium.

- a) The claim is reported to **Us**
 - i. during the **Period of Insurance** and
 - ii. as soon as possible after **You** first become aware of a **Park Home Emergency**.
- b) **You** always agree to use the contractor chosen by **Us**.

This part of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Insured event 1. Main heating system

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **Central Heating Boiler**, all radiators, hot water pipes and water storage tanks) in **Your Park Home**.

Insured event 2. Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **Your Park Home**, which results in a **Park Home Emergency**.

Insured event 3. Park home security

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **Your Park Home**.

Insured event 4. Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **Your Park Home**.

Insured event 5. Domestic power supply

The failure, whether or not caused accidentally, of **Your Park Home's** domestic electricity or gas supply.

Insured event 6. Lost keys

The loss or theft of the only available keys, if **You** cannot replace them to gain access to **Your Park Home**.

Insured event 7. Vermin infestation

Vermin causing damage inside the **Park Home** or a health risk to **You** or anyone staying in the **Park Home** as a paying guest.

Insured event 8. Alternative accommodation costs

You overnight accommodation costs including transport to such accommodation following a **Park Home Emergency** which makes the **Park Home** unsafe, insecure or uncomfortable to stay in overnight.

Cover is extended to anyone staying in the **Park Home** with **Your** permission provided that **You** do not have suitable vacant accommodation available for them to stay in.

Insured event 9. Roof damage

Damage to the roof of **Your Park Home** where internal damage has been or is likely to be caused.

Part 5 How to make a claim

We record and monitor calls for training purposes, to improve the quality of our service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

In the event of a **Park Home Emergency** please telephone **0330 303 1382** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **Us** with **Your** name, address, postcode, and the nature of the problem.

We will record **Your** details and then decide on the best course of action to limit **Your** loss and/or repair the damage. If the incident relates to an emergency covered under this part of the policy, **We** will instruct a member of our emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **Contractor**. Poor weather conditions or remote locations may affect normal standards of service.

If **You** are claiming for alternative accommodation costs **You** must obtain **Our** authority to incur costs before booking somewhere for occupants of **Your Park Home** to stay. **You** will have to pay for the accommodation when occupants check out and send **Your** receipt to **Us** to be reimbursed.

It is important **You** notify **Us** as soon as possible of any claim, and do not call out **Your** own contractors as **We** will not pay their costs and it could stop **Your** claim being covered.

You must report any major emergency which could result in serious damage to the property or injury, to the Emergency Services or the company that supplies the service.

Your call will be answered as soon as possible.

Part 5 General exclusions

This insurance does not cover any claim arising from or relating to

1. **Emergency Costs** which have been incurred before **We** accept a claim.
2. An Insured event which happens within the first 48 hours of cover if **You** purchase this policy at a different date from any other related insurance policy.
3. **Emergency Costs** where there is no one at the **Park Home** when the **Contractor** arrives.
4. Any matter occurring prior to, or existing at the start of the policy, and which **You** believed or ought reasonably to have believed could give rise to a claim under this part of the policy.
5. Any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.
6. Oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr.
7. The cost of making permanent repairs including any redecoration or making good the fabric of **Your Park Home**.
 - a) Once the emergency situation has been resolved.
 - b) Arising from damage caused:
 - i. in the course of the repair or
 - ii. in the course of investigation of the cause of the Insured event or
 - iii. in gaining access to **Your Park Home**.
8. The interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
9. The replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap).
10. **Your** garage (except a **Central Heating Boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank.
11. **Your Park Home** being left unoccupied for more than 60 days consecutively immediately prior to the occurrence of an Insured event.
12. For caravans, any claim made when the caravan site is closed.
13. Goods or materials covered by a manufacturer's, supplier's or installer's warranty.
14. The failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
15. A claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist.
16. Subsidence, landslip or heave.
17. Loss of power due to full or jammed energy supply meters.
18. Blockage of supply or waste pipes to **Your Park Home** due to freezing weather conditions.
19.
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c) War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - d) Pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.
 - e) Any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this part of the policy, burden of proving the contrary shall be upon **You**.
 - f) A dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Part 5 General conditions

Failure to keep to any of these conditions may lead the **Insurer** to cancel **Your** policy or refuse to pay a claim.

1. Your responsibilities

You must:

- a) Observe and keep to the terms of the policy.
- b) Not do anything that hinders **Us** or the **Contractor**.
- c) Tell **Us** as soon as possible after first becoming aware of any **Park Home Emergency**.
- d) Tell **Us** as soon as possible of anything that may materially alter **Our** assessment of the claim.
- e) Co-operate fully with the **Contractor** and **Us**.
- f) Provide **Us** with everything **We** need to help **Us** handle the claim.
- g) Take reasonable steps to recover **Emergency Costs** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- h) Minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim.
- i) Allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation.

2. Our consent

We must give **You** our consent to incur **Emergency Costs**. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

3. Settlement

You must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this part of the policy without **Our** agreement.

Call-out and labour costs

When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call-out charge covers the cost of the **Contractor** attending your **Park Home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

4. Disputes

If any dispute between **You** and us arises from this part of the policy, **You** can make a complaint to **Us** as described under **How to Make a Complaint** below and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **You** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this part of the policy under the Contracts (Rights of Third Parties) Act 1999.

7. Jurisdiction

This part of the policy will be governed by English Law.

Part 5 Making sense of your policy: definitions

Certain words and terms contained in this part of the policy have been defined as they have the same meaning wherever they appear.

Central Heating Boiler

A boiler located in your **Park Home** (or connecting garage).

Contractor

The **Contractor** or tradesperson chosen by **Us** to respond to **Your Park Home Emergency**.

Emergency Costs

- a) **Contractor's** reasonable and properly charged labour costs and parts and materials.
- b) Where necessary, alternative accommodation costs incurred under Insured event 8).

The maximum payable by the **Insurer** is £500 for all claims related by time or original cause.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Park Home Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- a) Prevent damage or avoid further damage to the **Park Home**, and/or
- b) Render the **Park Home** safe or secure, and/or
- c) Restore the main services to the **Park Home**, and/or
- d) Alleviate any health risk to **You** or anyone staying in the **Park Home** with **Your** permission.

Park Home

Your park home, holiday home or caravan situated within the United Kingdom, Channel Islands and the Isle of Man.

Period of Insurance

The period shown in **Your** main insurance policy taken out at the same time as this policy.

Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your

The person to whom this policy has been issued.

Part 5 How to make a complaint

If a complaint arises, please call the number **You** rang to report **Your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **Your** satisfaction, details of **Your** complaint will be passed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG will also contact you to let **You** know that they are reviewing **Your** complaint.

Alternatively, **You** can contact ARAG's Customer Relations Department directly, they can be reached in the following ways:

Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If ARAG are unable to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Tel: 0800 023 4567 or 0300 1239 123

Email: complaint.info@financial-ombudsman.org.uk

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of **Your** claim in the unlikely event that the **Insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

How to cancel your policy

Cooling Off Period – fourteen (14) days

You are entitled to cancel this policy by contacting **Lifesure** (using the contact details provided on the front/cover page of this document of insurance) within 14 (fourteen) days of either:

- the date **you** receive this insurance document; or
- the start of the **period of insurance**

whichever is the later. This period is the 'Cooling Off Period'.

If **you** cancel this policy before it starts, **we** will refund the full **premium**. If **you** cancel this policy within the Cooling Off Period after the policy has started, **we** will provide a refund of any **premium you** have paid less an amount of **premium** in proportion to the time **you** have been on cover provided no claims have occurred. If any **claims** have been made **you** will not receive a refund of **premium**.

In respect of part 4 (**Park Home Legal Expenses**) and part 5 (**Park Home Emergency Solutions**) **you** will be returned the associated full premium paid for each part of cover if **you** cancel this policy before it starts, or if **you** cancel within the Cooling Off Period, on the condition that no claims have been made or are pending.

Cancelling outside of the Cooling Off Period

You can also cancel this policy at any time after the Cooling Off Period by contacting **Lifesure** (using the contact details provided in this **document of park home insurance**).

If **you** have not made a **claim we** will refund any **premium you** have paid less a pro rata **premium** for the cover **you** have had.

If **you** have made a **claim, we** will not refund any **premium you** have paid.

Please refer to **Lifesure's** terms of business (which are provided with quotations and each time **your** policy is issued and also available online at lifesure.co.uk/terms) for details of cancellation charges that may be applied by **Lifesure**.

We can cancel this policy by giving **you** 30 (thirty) days' notice in writing. **We** will only do this for a valid reason. Valid reasons are as follows:

- Non-payment of **premium**;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request.

In respect of part 4 (**Park Home Legal Expenses**) if **you** cancel this policy at any time after the Cooling Off Period **you** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **you** have not made, and do not intend to make, a claim.

In respect of part 5 (**Park Home Emergency Solutions**) if **you** cancel this policy at any time after the Cooling Off Period you will not be entitled to a return of premium for the associated premium paid for this part of cover.

Important Note

Any refund due to **you**, within or outside of the Cooling Off Period, will be sent to **you** as soon as practically possible.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any **premiums** paid.

Policy conditions

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.

Law applicable

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Index linking

We may increase **your contents sum insured** when **your** policy is due for renewal in line with the Retail Price Index or another suitable index if this is not available.

This does not apply to **personal possessions**, pedal cycles or any items specified in **your schedule**. **We** will not reduce the **contents sum insured** if the relevant index falls.

The Consumer Insurance (Disclosure and Representations) Act 2012

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Data protection and privacy statements

Lifesure, the **underwriter**, and other companies related to this insurance may use the personal and business details **you** have given **us** to: provide **you** with a quotation; deal with **your** policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer **your** policy and to handle claims and prevent fraud; support the development of **our** business by including **your** details in compliance business reviews which may be carried out by third parties acting on **our** behalf.

We may need to collect 'special category data' relating to insured persons, which under the Data Protection Act 2018 (DPA 2018), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. **We** will ensure that **we** have explicit consent from the insured persons for processing this type of information.

Personal data may be transferred to countries outside the UK. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the UK law DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. **Your** rights are outlined in full in **Lifesure's** data privacy notice, which can be accessed at: [Lifesure.co.uk/privacy](https://www.lifesure.co.uk/privacy). Should **you** need to contact **Lifesure's** Data Protection Officer, please email: dpo@ajg.com

In respect of Part 1 (**Park Home Buildings**), Part 2 (**Park Home Contents**) and Part 3 (**Personal Possessions**):

Tokio Marine HCC is part of the Tokio Marine HCC International Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at <https://www.tmhcc.com/en/legal/privacy-policy>.

HDI Global Specialty SE is part of the Talanx Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and your rights please view **our** privacy policy at <https://www.hdi.global/legal/privacy/>.

Data protection and privacy statements

In respect of Part 4 (Park Home Legal Expenses), the following Privacy Notice applies.

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer You this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask us to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Data protection and privacy statements

In respect of Part 5 (Park Home Emergency Solutions), the following Privacy Notice applies.

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website <https://www.arag.co.uk/data-legal/privacy-notice/>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

